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IN THE UNITED STATES BANKRUPTCY COURT FOR THE

FEB 04 2002

NORTHERN DISTRICT OF OKLAHOMA

MICHAEL L. WILLIAMS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

In Re:

Timothy M. Grubbs
SS#442-80-9166

Debtor.

Laura Sanders,

Plaintiff,

vs.

Timothy M. Grubbs,

Defendant.

Case No. 01-00465-R
Chapter 7

Adversary No. 01-0232-R

Recipient Shall Promptly Notice
Proper Parties and File Certificate
Service Reflecting Such Notice.

AGREED JOURNAL ENTRY OF JUDGMENT

The above styled adversary case comes on for consideration before the undersigned Bankruptcy Judge of the Northern District of Oklahoma. The Plaintiff is represented by her attorney, Larry E. Rahmeier, and the Defendant is represented by his attorney, Mark A. Craige. The Court, after reviewing the file, being fully advised in the premises, and being advised by the Parties that they have agreed to entry of the Judgment below FINDS that the Judgment should be entered.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that, pursuant to the agreement of the Parties, Judgment in the total amount of \$3,723.08, representing the remaining balance, inclusive of all costs, attorney's fees and accrued

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Michael L. Williams
Clerk, U.S. Bankruptcy Court
Northern District of Oklahoma

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interest as of the date of bankruptcy, is hereby granted in favor of the Plaintiff, Laura Sanders, against the Defendant, Timothy Marshal Grubbs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the total sum of \$11,670.36, pursuant to the agreement of the Parties, is found and ordered to be nondischargeable because the obligation owed by the Defendant to the Plaintiff is support alimony, child support or other marital obligations not dischargeable pursuant to 11 U.S.C. Section 523(a)(5).

IT IS FURTHER ORDERED by the Court that, pursuant to the agreement of the Parties, payments made by the Defendant to or for the benefit of the Plaintiff since initiation of this Adversary Proceeding should be credited against the amount nondischargeable of \$11,670.36, such payments being as follows:

a. Payments made by Defendant in the amount of \$3,043.45, toward pay off on the AT&T Universal Credit Card,

b. Payments made by Defendant in the amount of \$1,903.82, toward the pay off on the First USA Visa Credit Card, and

c. Payments made to Plaintiff for reimbursement of out-of-pocket payments made by her on such credit cards in the amount of \$1,000.00. Such amount to be paid upon execution of the Judgment.

d. Payment to the Plaintiff in the amount of \$2,000.00.

e. Balance due of \$3,723.08 to be paid by the Trustee or the Defendant as provided below.

IT IS FURTHER ORDERED by the Court that, pursuant to the agreement of the Parties, the Plaintiff shall not engage in any collection activities against the Defendant, Timothy Marshal Grubbs, until after Karen Carden Walsh, Chapter 7 Trustee, in the

matter of *In Re Timothy M. Grubbs*, Bankruptcy No. 01-00465-R, makes a distribution of funds held in the estate. In the event that such distribution is not sufficient to pay the remaining unpaid claim after payments and credits as set forth hereinabove, which remaining balance is \$3,723.08, Defendant shall pay any remaining unpaid balance in full within 10 days and failure to do so shall enable the Plaintiff to commence collection proceedings against the Defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that interest accruing on said amounts, as provided for by the laws of the State of Oklahoma for Judgments, is likewise nondischargeable pursuant to the aforementioned Sections, or any of them.

IT IS FURTHER ORDERED by the Court that any payments hereafter received from the Trustee, pursuant to the claims filed in the bankruptcy action by the Plaintiff, Laura Sanders, shall be credited against the Judgment here and before set out, but not otherwise reduce the installment payments required of the Defendant until the judgment is completely paid.


IT IS FURTHER ORDERED that the trial of this action scheduled for January 24, 2002, should be and is hereby stricken, and all the obligations for compliance with the Scheduling Order entered on the 9th day of July, 2001, are therefore discharged.

DATED this 4 day of February, 2002.

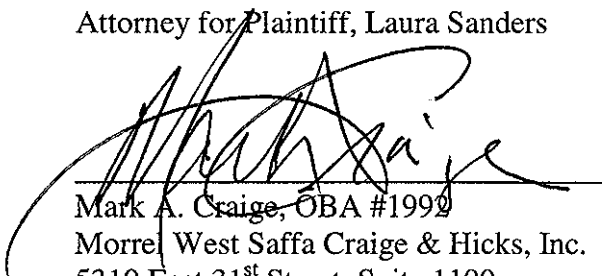


DANA L. RASURE
UNITED STATES BANKRUPTCY JUDGE


Approved as to form and content:


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Timothy M. Grubbs, Defendant